

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

22-CA-271930

Date Filed

Jan 28, 2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Aramark Corporation

b. Tel. No.

(215) 238-3000

c. Cell No.

(800) 999-8989

f. Fax No.

d. Address (Street, city, state, and ZIP code)

2400 Market Street
PA Philadelphia 10903

e. Employer Representative

Susan Donnelly
Director of Human Resources

g. e-Mail

susan-donnelly@aramark.com

h. Number of workers employed

50

i. Type of Establishment (factory, mine, wholesaler, etc.)

Others

j. Identify principal product or service

Wholesale Supplies

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

B

Title:

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

1/28/2021 13:50:23

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	12/10/2020
(b) (6), (b) (7)(C)	12/10/2020
(b) (6), (b) (7)(C)	12/10/2020
(b) (6), (b) (7)(C)	12/10/2020
(b) (6), (b) (7)(C)	12/10/2020
(b) (6), (b) (7)(C)	10/14/2020

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Whistleblower	10/16/2020
(b) (6), (b) (7)(C)	Whistleblower	10/16/2020
(b) (6), (b) (7)(C)	Whistleblower	10/16/2020
(b) (6), (b) (7)(C)	Whistleblower	10/16/2020
(b) (6), (b) (7)(C)	Whistleblower	10/16/2020
(b) (6), (b) (7)(C)	Whistleblower	10/14/2020

8(a)(1)

Within the previous six months, the Employer refused to hire an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee refused hire	Approximate date of refusal to hire
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) /2020



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 22

Agency Website: www.nlr.gov
Telephone:
Fax:



Download
NLRB
Mobile App

January 28, 2021

(b) (6), (b) (7)(C)

Re: Aramark Corporation
Case 22-CA-271930

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on January 28, 2021 has been docketed as case number 22-CA-271930. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Attorney SAULO SANTIAGO whose telephone number is (862)229-7057. If this Board agent is not available, you may contact Supervisory Field Examiner FRANK W. FLORES whose telephone number is (862)229-7051.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

/s/ Richard Fox
Acting Regional Director



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 22

Agency Website: www.nlr.gov
Telephone:
Fax:



Download
NLRB
Mobile App

January 28, 2021

Susan Donnelly, Director of Human Resources
Aramark Corporation
2400 Market Street
Philadelphia, PA 10903

Re: Aramark Corporation
Case 22-CA-271930

Dear Mr. Donnelly:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

/s/ Richard Fox
Acting Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

and

CASE

☐ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☐ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: _____

MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

OFFICE TELEPHONE NUMBER: _____

CELL PHONE NUMBER: _____ FAX: _____

SIGNATURE:  _____

DATE: (Please sign in ink.) February 25, 2021

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Susan Donnelly, Director of Human Resources or the Custodian of the Records
Aramark Refreshment Services, LLC, 2400 Market Street, Philadelphia, PA 10903

As requested by Saulo Santiago, on behalf of the Acting General Counsel

whose address is 20 Washington Place, 5th Floor Newark NJ 07102-3127
 (Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE the Acting Regional Director or his/her
designee

of the National Labor Relations Board
20 Washington Place, 5th Floor, Newark, NJ, or in the alternative to appear and testify by videoconference
 at via Zoom Government, or in a manner or location otherwise ordered by the Acting Regional Director

in the City of Newark, NJ

on Friday, April 9, 2021 at 9:30 a.m. or any adjourned

or rescheduled date to testify in Aramark Corporation Case 22-CA-271930
 (Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-1C52W1N

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Newark, NJ

Dated: March 31, 2021



Lauren McFerran
 Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☐ by leaving copy at principal office or place of business at

on the named person on

(Month, day, and year)

(Name of person making service)

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

ARAMARK REFRESHMENT SERVICE, INC.

and

Case 22-CA-271930

(b) (6), (b) (7)(C), AN INDIVIDUAL

**OPPOSITION TO ARAMARK’S PETITION TO REVOKE
SUBPOENA DUCES TECUM**

Counsel for the Acting General Counsel opposes the Petition of Aramark Refreshment Service, Inc. (“Aramark”) to Revoke Subpoena Duces Tecum No. B-1-1C52W1N.

I. THE PLEADINGS

On January 28, 2021, **(b) (6), (b) (7)(C)** filed a charge in Case 22-CA-271930 alleging that Aramark retaliated against its employees because they engaged in protected concerted activity by complaining about their working conditions. On March 31, 2021, the Region served the subpoena involved herein on Aramark, seeking certain documentary evidence that would assist it in investigating the allegations in the unfair labor practice charge. On April 7, 2021, Aramark filed its Petition to Revoke Subpoena *Duces Tecum* No. B-1-1C52W1N, attached hereto as Exhibit A.

II. ANTICIPATED EVIDENCE TO BE ADDUCED BY THE SUBPOENA

Aramark, a Delaware corporation headquartered in Philadelphia, Pennsylvania, is engaged in providing innovative services in food, facilities management, and uniforms. It also provides food services to healthcare institutions, universities and school districts, stadiums and arenas, and businesses in 22 countries around the world. It employs approximately two hundred, five hundred thousand (250,000) employees across the United States, including fourteen (14) customer service aides (CSAs) in the North Bergen, New Jersey facility.

Aramark operates in 27 markets throughout the United States and, traditionally, each market had its own sales and financial center. Dating back to 2018, Aramark conceptualized and documented its plans for an eventual Shared Services Center (“SSC”) to standardize the processes across its separate markets. To reach this objective, Aramark sought to create a centralized function for Accounts Receivable, Customer Desk, and Sales to support its Refreshment Services.

In November 2018, Aramark implemented a Shared Services Center pilot program at its North Bergen, New Jersey facility. Through this pilot program, the facilities in New York City, Philadelphia, Indianapolis, and National Accounts at Headquarters were consolidated with the North Bergen facility sales operations.

Aramark hired (b) (6), (b) (7)(C) as the (b) (6), (b) (7)(C) the transition of the customer call centers across the United States consisting of consolidating all twenty-seven (27) customer call centers under one (1) physical location. While (b) (6), (b) (7)(C) contends that Aramark's plan was to consolidate the Shared Services Center in North Bergen, Aramark argues that the Company has always planned to consolidate the twenty-seven (27) call centers in Lexington, Kentucky.

On or about the last week of February 2020, a North Bergen, New Jersey CSA contacted the New Jersey Department of Health and OSHA to complain about unsafe health and safety conditions at Aramark's North Bergen, New Jersey facility. The CSAs had discussed their health and safety concerns, including 1) Aramark not requiring people to wear masks, 2) drivers from the entire Tri-state area coming into the facility without taking the proper safety precautions and 3) Aramark failing to institute cleaning protocols to disinfect and sanitize the North Bergen facility. CSAs were deeply concerned about workplace health and safety conditions due to the COVID pandemic. Prior to the conclusion of the health and safety investigation, Aramark ordered all employees, including CSAs to work from home effective March 12, 2020.

Due to the widespread impact of the COVID pandemic on business operations, CSAs in other locations, along with hundreds of other Aramark

employees, were furloughed. In June 2020, Aramark conducted a reduction in force that affected approximately 400 employees, including CSAs. Moving forward with its centralization plans, on July 22, 2020, Aramark began calculating the cost of severances for CSAs on the North Bergen team to include in its FY21 plan. The consolidation was expected to impact the North Bergen team “in P5 of next year,” which translates to February 2021.

About September 14, 2020, Aramark announced that CSAs would return to the office starting on September 19, 2020. To facilitate a safe return to the office, Aramark created an office rotation schedule so that each CSA was in the office only two (2) days a week and there would not be a team member directly next to or across from another individual while in the office. Managers were required to go back to work four (4) days per week in the office. Despite Aramark’s health and safety procedures, CSAs expressed concerns about returning to the office due to the small office footprint and continued raises in COVID cases. Aramark informed CSAs that it would accommodate employees who had medical reasons for not returning to work. Several employees submitted requests for medical accommodations and were granted medical accommodations. Moreover, another employee asked for leave of absences due to not having adequate childcare.

About three weeks after returning to work, on October 8, 2020, Aramark announced that employees would be required to work four (4) days from the

office starting on the week of October 19, 2020. On October 9, 2020, Aramark (b) (6), (b) (7)(C) received an email from a North Bergen CSAs complaining about Aramark's orders and indicating several reasons why Aramark's instructions were premature.

On October 16, 2020, Aramark held a meeting with the North Bergen CSAs to address their complaints. At the meeting, Aramark indicated that it had heard employees' concerns, employees would continue to work from home, but that Aramark had decided to move their jobs to Lexington, Kentucky on or before January 31, 2021. Aramark also indicated that CSAs work performance would be scrutinized due to performance and call volume issues.

On December 4, 2020, a North Bergen CSA sent an email to Aramark, and the rest of the customer service team, documenting concerns of alleged "aggressive attempts" to write-up CSAs without justification since the announcement that the CSA positions were being eliminated. About December 10, 2020, Aramark held a meeting with North Bergen CSAs telling them that effective immediately they no longer had their positions. Aramark contends that they decided to move up the date of termination due to the continued decline in call volumes.

Based on the above, the Counsel for the Acting General Counsel issued a subpoena seeking evidence to establish when Aramark had instituted its Shared

Services Center consolidation plan; when Aramark was first informed of North Bergen CSAs complaints about working conditions due to COVID and what was the reaction of Aramark officials; what prompted Aramark's decision to consolidate North Bergen CSAs functions before its internal projections; and what communication or discussion Aramark had by and between its officials regarding the unfair labor practice charge and North Bergen CSAs complaints about working conditions. The subpoenaed evidence is clearly within the possession and control of Aramark.

III. LEGAL FRAMEWORK REGARDING SUBPOENAED DOCUMENTS

The Supreme Court has long held that when the Government or one of its agencies seeks documents by subpoena, production shall be ordered if the documents requested are not “plainly incompetent or irrelevant to any lawful purpose.” *Endicott Johnson Corp. v. Perkins*, 317 U.S. 501, 509 (1943). As Section 11(1) of the Act and Section 102.31(b) of the Board's Rules and Regulations, Series 8, as amended, herein “the Board's Rules,” make clear, the Board may revoke a subpoena if, and only if,

[I]n its opinion, the evidence whose production is required does not relate to any matter under investigation, or any matter in question in such proceedings, or if in its opinion such subpoena does not describe with sufficient particularity the evidence whose production is required.

Here, the subpoena comports with the requirements in Section 11(1) of the Act and Section 102.31(b) of the Board's Rules. As demonstrated below, the requests describe with ample particularity the documents sought, all of which relate directly to the matters and issues being investigated.

It is well settled that a subpoena will not be revoked based on mere conclusory assertions. On the contrary, the law is that the subpoenaed party must "point out which specific documents and records ... exceed the bounds of relevancy," the "production of which would create an undue burden." *NLRB v. Dutch Boy, Inc.*, 98 LRRM 2396, 2399 (W.D. Okla. 1978), *aff'd* 606 F.2d 929, 102 LRRM 2528, 2530 (10th Cir. 1979). Absent such specific evidence, the documents must be produced. *Id.* The test is whether the evidence sought is relevant to the inquiry. The fact that compliance with a subpoena may require the production of bulky, voluminous, or numerous documents is insufficient to establish that it is burdensome and does not serve as an excuse for noncompliance. *McGarry v. S.E.C.*, 147 F. 2d 389 (10th Cir. 1945); *NLRB v. United Aircraft Corp.*, 200 F. Supp. 48, 51, 49 LRRM 2753 (D. Conn. 1961), *aff'd* mem., 300 F. 2d 442, 49 LRRM 3042 (2nd Cir. 1962).

IV. RESPONSE TO EMPLOYER’S GENERAL OBJECTIONS

a. The Requested Documents are Relevant and Material

The requested documents are meant to establish whether Aramark had finalized its Shared Service Center consolidation plans, and if so, whether it had intentionally moved up its plans in retaliation for North Bergen CSAs’ protected activity. It is well-settled Board law that evidence of retaliatory and disparate treatment is relevant in determining whether an employer unlawfully discriminated against an employee. *Treanor Moving & Storage Co.*, 311 NLRB 371, 375 (1993); *NACCO Materials Handling Group*, 331 NLRB 1245 (2000); *Tracer Protection Services*, 328 NLRB 734, 735 (1999).

The subpoena also seeks information that is relevant and material to the issue of Aramark’s knowledge of North Bergen CSAs’ protected activities and communication, by and between Aramark officials, in response to North Bergen CSAs protected activity. Thus, Aramark has failed to establish any basis for generally revoking the subpoena. *NLRB v. North Bay Plumbing, Inc.*, 102 F.3d 1005 (9th Cir, 1996); *NLRB v. Carolina Food Processors, Inc.*, 81 F. 3d 507 (4th Cir. 1996).

b. The Information Sought is not Protected Under any Privilege which the Employer asserts

Aramark asserts that the information requested in the subpoena includes confidential or privileged information. However, a party cannot defeat a subpoena

based on a privilege claim without providing specific information to support the claim. Furthermore, Counsel for the Acting General Counsel does not seek, through the subpoena, the disclosure of any communication by and between Aramark and its counsel that would fall under the attorney client privilege, nor does it seek any attorney work product. The subpoena does not appear to request any such information, and if any information sought by the subpoena falls within the attorney client or work product exceptions, it is not sought, so a refusal to disclose the information requested in the subpoena for that reason appears to be misplaced¹. Finally, as Aramark has not asserted any basis supporting its assertion that the information subpoenaed was confidential or privileged, Aramark's objections should be rejected. See *Alamillo Rebar, Inc.*, 2012 WL 826594 (NLRB).

c. All documents sought are for a limited time period and have not been provided and are not readily available

Aramark's petition asserts that Counsel for the Acting General Counsel is seeking responsive documents from time periods outside the temporal scope of the case. This argument is baseless. The subpoena covers a reasonable period to determine Aramark's decision process in determining whether it would consolidate CSAs functions under one physical location and when the consolidation is

¹ The Definitions and Instructions Rider in paragraph 11 explicitly states that the Subpoena does not seek the production of privileged attorney-client communications or privileged attorney work product. Paragraph 11 does request that if any document responsive to the Subpoena is withheld from production on the asserted ground that it is privileged, that the Subpoenaed party provide descriptive information about the document and the basis for the assertion of privilege. Aramark has failed to comply with these instructions.

scheduled to occur, changes to CSAs functions, and communication or discussions regarding North Bergen CSAs protected activity by and between Aramark officials. Such time period is clearly relevant to the dispute and the subpoenaed documents will clearly assist Counsel for the Acting General Counsel in determining whether Aramark's decision to consolidate North Bergen CSAs functions was discriminatorily motivated and whether Aramark's decision to effectively move up its consolidation decision was in retaliation for employees' protected activity.

Similarly, Aramark asserts that the documents sought have been provided to the Counsel for the Acting General Counsel during the investigation of the unfair labor practice charge. This argument is meritless. During the investigation of the instant charge Aramark produced evidence in support of its position that it did not discriminatorily discharged CSAs, but it provided a small sample of documentary evidence, like PowerPoints presentations, property leases and project updates. The documents sought here requested documentary evidence for a reasonable period prior to, and after the North Bergen CSAs protected activity to analyze when Aramark had finalized plans to consolidate CSAs functions, and if so, when it had determined to commence the consolidation plans as well as communication by and between Aramark's officials with respect to the consolidation plans, North Bergen CSAs protected activity and the unfair labor practice charge. While Aramark

claims that it produced such information and that the subpoena request is duplicative in nature, it simply points to its prior submissions saying it produced the information or that certain information requested did not exist. Aramark identified certain information it asserts is duplicative of what subpoena requests; however, the information Aramark points to is not inclusive of internal memoranda, correspondence, emails, text messages and communication by and between Aramark officials. Simply put, contrary to Aramark's contention that it produced the information or that it did not exist, a cursory review of Aramark's previous submissions demonstrate that it did not produce all the relevant information requested. Thus, Aramark's contentions are self-serving and should be rejected.

d. Production of the Requested Documents Would Not be Unduly Burdensome

In general, “when an administrative agency subpoenas corporate books or records, the Fourth Amendment requires that the subpoena be sufficiently limited in scope, relevant in purpose, and specific in directive so that compliance will not be unduly burdensome.” *Bowsher v. Merck & Co., Inc.*, 460 U.S. 824 (1983) (quoting *See v. City of Seattle*, 387 U.S. 541, 544 (1967)). However, it is also well-settled that “this standard is a flexible one,” *Id.*, and thus for a motion to quash, the burden of persuasion is placed on the movant. *Truswal System Corp. v. Hydro-Air Engineering, Inc.*, 813 F.2d 1207, 1210 (Fed. Cir. 1987). Here, Aramark

has not borne its burden and has failed to offer any concrete evidence of any undue burden that would be caused by the production of this evidence. Other than noting this subpoena request is “unduly burdensome” Aramark offers nothing regarding the time or cost it may take to produce the requested documents.

V. RESPONSE TO EMPLOYER’S SPECIFIC OBJECTIONS

a. Petition to Revoke, Paragraph 1

Aramark contends that the documents requested in subpoena paragraph 1 are overbroad, and to the extent that the documents exist, it has produced them. Contrary to Aramark’s contention, this subpoena request is narrowly tailored and limited in scope, and seeks relevant and easily producible information. Paragraph 1 is clearly relevant to establish when Aramark made the decision to pursue its consolidation plans, why and how North Bergen was chosen as the site facility for the consolidation plans and what progress was made in Aramark’s consolidation plans. The Board has denied a Petition to Revoke and ordered an employer to provide information sought by the General Counsel, where, as in the instant matter, the employer failed to support its claim that the subpoenas were improper and harassing, vague, overbroad, unduly burdensome and seeking information unrelated to this proceeding. *Essex Valley Visiting Nurses Association*, 352 NLRB 427 (2008).

Furthermore, it is well established that the party seeking to avoid compliance with a subpoena bears the burden of demonstrating that it is unduly burdensome or oppressive. *CNN America, Inc.*, 352 NLRB 675, 676 (2008), citing *FDIC v. Garner*, 126 F.3d 1138, 1145 (9th Cir. 1997). To satisfy that burden, the party must show that the production of the subpoenaed information “would seriously disrupt its normal business operations.” *Id.*, citing *NLRB v. Carolina Food Processors, Inc.*, 81 F.3d 507, 513 (4th Cir. 1996). Aramark has made no such showing. Rather, the Petition merely contains unsupported assertions that producing the subpoenaed documents would be too overboard and burdensome.

Similarly, Aramark contends that it has produced all the documents which exists. It points to several documents which it produced to the Counsel for the Acting General Counsel during the investigation voluntarily. However, Counsel for the Acting General Counsel also requested “internal memoranda, correspondence, emails, text messages and communication by and between Aramark officials” which were not produced. The only documents produced were several PowerPoint presentations, lease agreement and progress reports, yet that is not the entirety of the documents requested. Aramark failed to produce any “internal memoranda, correspondence, emails, text messages and communication” by and between Aramark officials where the topic of consolidating North Bergen into the Shared Services Center was discussed. To argue that such documents do

not exist, as Aramark attempts to do, is inconceivable given that the consolidation plan was an ongoing pilot program which had experienced delays and hiccups along the way. Aramark wants Counsel for the Acting General Counsel to believe that such experiences were never put into writing and that its only communication was through project updates that only occurred twice in the 2-year span of the consolidation plan. Based on the above, Aramark's Petition to Revoke paragraph 1 should be denied.

b. Petitions to Revoke, Paragraph 2

Aramark contends that the documents sought in paragraph 2 seeks information which has already been produced to the extent it exists. Paragraph 2 seeks documents by and/or between Aramark officials which relating to, or refer to North Bergen CSAs workplace conditions due to COVID-19 and mitigation efforts made by Aramark. The documents produced by Aramark solely addressed its efforts to return North Bergen CSAs back to return, yet it failed to produce any documents which touched on Aramark officials' reactions to CSAs' complaints about workplace conditions due to COVID-19. Thus, it is not responsive to paragraph 2. For these reasons, Aramark's claims regarding paragraph 2 should be rejected.

c. Petition to Revoke, Paragraphs 3 and 5

Aramark contends that the documents sought in paragraphs 3 and 5 seek attorney-client privilege information and is unduly burdensome. As stated above, Aramark has again failed to support its claim that the subpoena is vague, overbroad, and unduly burdensome. *Essex Valley*, supra. Rather, the information sought in paragraphs 3 and 5 strike at the crux of the issue here of what led Aramark to progress with its consolidation plans and whether the North Bergen CSAs protected activity play any role in the consolidation plans. Such evidence is clearly relevant as it will establish Aramark's knowledge, animus, and pretext.

Moreover, the burden of proof is on Aramark to establish legitimate and substantial confidentiality interests. A claim of confidentiality is an insufficient defense to a relevant claim for information where, as here, no evidence is presented to support such a claim. *Woodland Clinic*, 331 NLRB 735, 736-37 (2000). Although Aramark claims that the subpoena seeks information that infringes on attorney-client privilege, such claims are self-serving assertions of confidentiality without proof. That Aramark fails to provide actual evidence of confidentiality does not obviate its obligation to furnish the information. Moreover, even if true that the information sought touches on attorney-client privilege, which is not true, Aramark should put together a privilege log with copies of the documents which are supposedly privileged for the Administrative Law Judge's independent

inspection. If Aramark fails to put together a privilege log, as instructed to do in the subpoena, Aramark is obligated to provide such information. *Hansen Aggregates BMC, Inc.*, 353 NLRB No. 28 (2008); *Dynacorp/Dynair Services, Inc.*, 332 NLRB 602 (1996).

Finally, a party seeking to avoid compliance with a subpoena bears the burden of demonstrating that it is unduly burdensome or oppressive. *CNN America, Inc.*, supra. A subpoena will not be revoked based on conclusory assertions. On the contrary, the law requires petitioners to “point out which specific documents and records... exceed the bounds of relevancy,” or the “productions of which would create an undue burden. *NLRB v. Dutch Boy, Inc.*, 98 LRRM 2396, 2399 (W.D. Okla 1978), aff’d 606 F.2d 929, 102 LRRM 2528, 2530 (10th Cir. 1979).

In addition, to demonstrate undue burden, the subpoenaed party must show that compliance with the subpoena “would seriously disrupt its normal business operations.” *EEOC v. Maryland Cup Corp.*, 785 F.2d 471, 477 (4th Cir. 1986), cert. denied, 479 U.S. 815 (1986); *Valley Industrial Services, Inc. v. EEOC*, 570 F. Supp. 902, 907 (N.D. Cal. 1983) (disruption of business operations is the appropriate standard, since “[e]very employer investigated . . . may feel that compliance [with a subpoena] is burdensome”). Here, Aramark has failed to demonstrate undue burden. Thus, such arguments are not valid.

d. Petition to Revoke, Paragraph 4

Aramark contends that the documents sought in paragraph 4 seeks information which it had not been previously requested. Paragraph 4 seeks documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to Aramark's offer of severance packages to North Bergen CSAs, including date of decision(s), calculation of severance packages and names of severance package recipients. While Aramark furnished an email dated July 22, 2020 which purports to demonstrate that it had begun preparing the consolidation of the North Bergen CSAs into Lexington, Kentucky facility by requesting that severance package costs be calculated, Aramark failed to provide any documents it had prepared showing discussions it had about the offer of severance or how severance packages were developed and presented to the affected CSAs. Neither did Aramark produce any documents which discussed whether severance packages were provided to CSAs at other facilities impacted by the same consolidation plan. Other than a single email, which touched on the issue of severance, Aramark failed to produce any further information. In fact, Aramark's Petition to Revoke is a blatant attempt to shut down further inquiry by suggesting that the only information which is relevant are the severance packages provided to the affected employees, and nothing else. To

allow Aramark's tactic to stand would hamper the Region's inquiries into its business justification for its consolidation plans.

Contrary to Aramark's claims, the truth is that it failed to fully comply with the Counsel for the Acting General Counsel request. Had Aramark voluntarily provided the Counsel for the Acting General Counsel with the information it sought, there would have been no need to subpoena the information. Thus, Counsel for the Acting General Counsel had no other choice.

CONCLUSION

Based on the foregoing, Aramark's Petition to Revoke Subpoena and the contentions raised are without merit. Counsel for the Acting General Counsel respectfully requests that Aramark's Petition be denied and that the production of all documents sought by the subpoena be ordered, as requested.

Dated at Newark, New Jersey this 30th day of April 2021.

Respectfully submitted,

/s/ Saulo Santiago

Saulo Santiago
Counsel for the Acting General Counsel

CERTIFICATION OF SERVICE

This is to certify that copies of the foregoing Opposition to Aramark's Petition to Revoke *Subpoenas Duces Tecum* have been duly served this date as follows:

ELECTRONIC MAIL

Crystal Carey Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103
crystal.carey@morganlewis.com

(b) (6), (b) (7)(C)



Dated at Newark, New Jersey this 30th day of April 2021.

/s/ Saulo Santiago

Saulo Santiago
Counsel for the Acting General Counsel
National Labor Relations Board
Region 22
20 Washington Place – 5th Floor
Newark, New Jersey 07012
Saulo.Santiago@nrlrb.gov

EXHIBIT A



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 22
20 Washington Place - 5th Floor
Newark, NJ 07102

March 31, 2021

Crystal S. Carey, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

Re: Aramark Refreshment Services, LLC
Case 22-CA-271930

Dear Ms. Carey:

Enclosed please find a courtesy copy of the Subpoena *Duces Tecum* (B-1-1C52W1N) in the above-captioned case. The original subpoena was sent to your client via certified mail today and a hard copy will be sent to you via regular mail.

Additionally, if after reviewing the subpoena it is your position that your client has already provided certain documents, please inform us specifically and with reference to the corresponding subpoena paragraph which documents have been previously provided. The Counsel for the Acting General Counsel's recollection is that your client did not provide any of the requested documents; however, if this recollection is incorrect please specify.

Please call me at 862-229-7057 to discuss production of these documents before the hearing date.

Very truly yours,

/s/ Saulo Santiago
Saulo Santiago
Counsel for the Acting General Counsel

RIDER

Subpoena No. B-1-1C52W1N

Re: Aramark Refreshment Services, LLC
Case 22-CA-271930

DEFINITIONS AND INSTRUCTIONS

1) The word “document” or “documents” are used in the broadest permissible sense, including but not limited to:

- (a) All material in written or printed format of any kind, such as letters, correspondence, facsimiles, memoranda, records, telegrams, teletypes, cablegrams, reports, notes, books, papers, minutes, schedules, tabulations, computations, lists, ledgers, journals, purchase orders, contracts, invoices, agreements, vouchers, accounts, checks, affidavits, diaries, calendars, desk pads, drawings, sketches, charges, graphs, or any other written or printed matter or tangible thing on which any words, phrases or symbols are affixed;
- (b) All electronic or digital information of any kind (translated, if necessary, into reasonably usable form) contained in any kind of electronic, or digital format, such as (1) electronic mail or “email”; (2) any information maintained on any kind of server or mainframe system, including (e.g. Internet protocol addresses) that is accessible by the internet (with, if necessary, usernames and passwords that will allow such access), (3) any word processing, spreadsheets or similar documents; (4) voice mail stored electronically; (5) information stored on smart phones, iPhones and/or similar devices; (6) digital pictures, video, and audio; (7) any information maintained on any kind of computer, computer disk, diskette, floppy disk, “zip” drive, “zip” file, or CD-ROM disk, tape drive, external hard drive, USB drive (also known as flash, thumb or key drives) or digital memory storage device; (8) any information maintained in an office or home personal computer or laptop computer; and (9) any other possible sources or active or inactive electronic or digital data or information.
- (c) All sound or picture recordings of any kind, such as tape recordings, photographs, videotapes, Photostats, motion pictures, or slides; and
- (d) All copies of drafts or any such documents, including for electronic or digital information, any kind of data that has been archived, backed-up, resides on obsolete hardware, or is information that is residual or otherwise may have been deleted but is or may be present or residing in any way within computer systems or retrievable in any way.

2) The “Custodian of the Records and Information” shall be a person or persons who are responsible for keeping the requested documents and information in the ordinary course of business, including documents and information that are kept in electronic, digital or data form.

3) The word “**person**” or “**persons**” means natural persons, corporation(s), partnership(s), sole proprietorship(s), association(s), or any other kind of entity.

4) The “**Employer**” means Aramark Refreshment Services, LLC, herein “Aramark.”

5) Documents responsive to this subpoena include those that are in the possession, custody and/or control of the Employer.

6) Unless otherwise stated, each item requested in this subpoena covers the period from **September 1, 2018 to present**.

7) Whenever used herein, the singular shall be deemed to include the plural and vice versa; the present tense shall be deemed to include the past tense and vice versa; references to the parties shall be deemed to refer to any and all of their owners, officers, representatives and agents; and the masculine shall be deemed to include the feminine and vice versa; the disjunctive “or” shall be deemed to include the conjunctive “and” vice versa; and the words “each”, “every”, “any”, and “all” shall be deemed to include each of the other words.

8) This subpoena is intended to cover all documents that are in your possession, custody or control, as well as your present or former agents, attorneys, accountants, advisors, investigators, and any other persons or companies directly or indirectly employed by, or connected with you.

9) This subpoena does not contemplate the production of privileged attorney-client communications or privileged attorney work product. If any document responsive to any request herein was withheld from production on the asserted ground that it is privileged, identify and describe:

- (a) the author(s) and the author’s (s’) business title or position;
- (b) the recipient(s) and the recipient’s (s’) business title or position;
- (c) the date of the original document;
- (d) the subject matter of the document;
- (e) its number of pages;
- (f) the legal basis upon which you claim privilege; and
- (g) the specific portion of the request to which the document is responsive

10) As to any documents not produced in compliance with this subpoena on any ground or if any document requested was, through inadvertence or otherwise, destroyed or is no longer in your possession, please state:

- a) the author;
- b) the recipient;
- c) the name of each person to whom the original or a copy was sent;
- d) the date of the document;
- e) the subject matter of the document; and
- f) the circumstances under which the document was destroyed, withheld or

is no longer in your possession.

11) This request is continuing in character and if additional responsive documents come to your attention following the date of production, such documents must be promptly produced.

12) This request seeks production of all documents described, including all drafts and non-identical or distribution copies.

13) This request contemplates production of responsive documents in their entirety, without abbreviation, redaction, deletion or expurgation. The sole exception to this request pertains to information protected under attorney-client privilege. This request does not contemplate the production of documents protected under the attorney-client privilege, including communication, emails, letters or other materials between **Aramark Refreshment Services, LLC (“Aramark”) and its legal counsels**. For documents that require partial or complete redaction, please bring unredacted originals or copies of these documents to the hearing in case the need arises for an in-camera inspection of said documents.

14) All documents produced pursuant to this subpoena are to be organized by what subpoena paragraph each documents or documents are responsive to, and labels referring to that subpoena paragraph are to be affixed to each document or set of documents.

DOCUMENTS SUBJECT TO SUBPOENA NO. B-1-1C52W1N

- 1) For the period September 1, 2018 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to the consolidation of the North Bergen Call Center pursuant to Aramark Refreshment’s Project Next.
- 2) For the period January 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to North Bergen CSAs workplace conditions due to COVID-19 and mitigation efforts made by Aramark Refreshment.
- 3) For the period January 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to Aramark Refreshment’s decision to consolidate the North Bergen Call Center into the Shared Service Center in Lexington, Kentucky before its scheduled date on or about end of first quarter 2021.
- 4) For the period January 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to Aramark

Refreshment's offer of severance packages to North Bergen CSAs, including date of decision(s), calculation of severance packages and names of severance package recipients.

- 5) For the period August 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to the National Labor Relations Board charge filed by (b) (6), (b) (7)(C) contending that Aramark Refreshment terminated North Bergen CSAs in retaliation for their protected concerted activity.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

ARAMARK REFRESHMENT SERVICES, LLC,	:	
	:	
Employer.	:	CASE NO. 22-CA-271930

**PETITION TO REVOKE
INVESTIGATIVE SUBPOENA *DUCES TECUM***

Pursuant to Section 102.31(b) of the Rules and Regulations of the National Labor Relations Board (“NLRB” or “Board”), Aramark Refreshment Services, LLC (“Aramark” or “Company”), through its undersigned counsel, hereby petitions to revoke the subpoena *duces tecum* (B-1-1C52W1N) served by Counsel for the Acting General Counsel upon counsel for Aramark. A copy of the subpoena is attached hereto as Exhibit A.

INTRODUCTION

The subpoena underlying this petition was received by counsel for Aramark, on Thursday, April 1, 2021. According to Counsel for the General Counsel, the subpoena was also served on the Company at the Corporation’s Philadelphia Headquarters’ Office on March 31, 2021, but given that the Region is aware that there is no one currently working at the facility, it is questionable as to whether that document was actually served on March 31, 2021. Regardless, this Petition is timely filed within five business days after the alleged date of service of the subpoena, as required by Section 102.31(b) of the Board’s Rules and Regulations. As discussed further below, Aramark submits this petition to revoke because certain production requests contained within the subpoena (1) are temporally and/or substantively overbroad and seek a wide range of information which subject Aramark to undue burden and expense, (2) seek information which is not relevant and is not likely to lead to the discovery of facts relevant to the issues in

question in the underlying charge, (3) seek information that has previously been provided to Counsel for the General Counsel and (4) request confidential information and/or information protected by the attorney-client privilege, attorney-work-product privilege, or other applicable privileges.

ARGUMENT

Section 102.31(b) of the Board's Rules and Regulations states, in relevant part, the following:

The Administrative Law Judge or the Board, as the case may be, *will* revoke the subpoena if in their opinion the evidence whose production is required does not relate to any matter under investigation or in question in the proceedings or the subpoena does not describe with sufficient particularity the evidence whose production is required, or if for any other reason sufficient in law the subpoena is otherwise invalid.

29 C.F.R. § 102.31(b) (emphasis added). Accordingly, the subpoena must be “for a legitimate purpose, the inquiry in question must be reasonably related to the purpose, and the demand for information must not be overly broad, indefinite or otherwise unreasonable.” *NLRB v. U.S. Postal Serv.*, 790 F. Supp. 31, 34 (D.D.C. 1992). *See also Drukker Commc'ns, Inc. v. NLRB*, 700 F.2d 727, 730 (D.C. Cir. 1983) (“Although the statute explicitly permits the quashing of subpoenas only for irrelevance or lack of particularity, it does not explicitly exclude other grounds . . .”). Indeed, the Board's own Casehandling Manual indicates that subpoenas should be “drafted as narrowly and specifically as is practicable.” NLRB Casehandling Manual, Part 1 (“ULP CHM”), § 11776.

Typically, Regions only issue investigative subpoenas after numerous attempts to collect information from a charged party. (See for example *NLRB v. Sheet Metal Workers Local 293*,

2011 BL 333196, 4 (D. Haw. May 10, 2011)). In cases where a charged party is cooperating in an investigation, typically, the Region issues a request for evidence (EAJA) letter to the charged party asking for its position with respect to the general allegations of the Charge and, frequently, requesting certain documents and information that may be relevant to the investigation of the charge. The charged party then submits a position statement, providing its position with respect to the allegation and attaching any documents that the charged party has deemed relevant to the Region's investigation. Once the Region receives the charged party's position statement, if the Region decides that additional information or documents are needed in order to make a merit determination, the Region will reach out to the charged party to request additional information. If the additional information is not voluntarily provided by the charged party, the Region may issue an investigative subpoena to obtain evidence that would materially aid in the determination of whether a complaint should issue. ULP CHM § 11770, 11770.2. If additional information is voluntarily provided by the charged party, no subpoena should issue.

In applying the standard for revoking a subpoena, described above, the Board and the General Counsel have made clear that an investigative subpoena is appropriate only where the evidence sought "cannot be obtained by reasonable voluntary means." ULP CHM § 11770.2 (emphasis added). It is with this in mind that Regions are instructed by the Board's General Counsel and guiding documents not to issue subpoenas where such evidence can be obtained voluntarily. GC Memo 08-05, slip op. at 3 (NLRBGC Apr. 17, 2008) (investigative subpoenas are "not utilized when the same evidence can be obtained voluntarily"); see also GC Memo 17-02, slip op. at 8 (NLRBGC Mar. 10, 2017). The General Counsel has specifically noted that investigative subpoenas are "no substitute for promptly initiated, dogged, and thorough pursuit of relevant evidence from cooperative sources." ULP CHM § 11770.

The materials sought must also be relevant to the case at hand. ULP CHM § 11776; *see also NLRB v. Carolina Food Processors, Inc.*, 81 F.3d 507, 510 (4th Cir. 1996). Where documents are to be produced pursuant to a subpoena, they must be described with certainty and particularity both with reference to content and time period. *See* ULP CHM § 11779.; FED. R. CIV. P. 26(b)(1) (limiting the scope of discovery to materials that are relevant to the claim or defense of a party). Mere “fishing expeditions” do not serve the purpose of the Board’s Rules or the Act. *See Millsboro Nursing & Rehab. Ctr., Inc.*, 327 NLRB 879, 879 n.2 (1999) (holding that the “broad request for the production of records [was] a mere ‘fishing expedition’ . . . not entitled to a subpoena from the Board.”).

Here it is unquestionable that Aramark has fully complied in response to this charge. In fact, Aramark provided a fulsome initial position statement accompanied by voluminous documents on March 17 and supplemented that response on March 26 with additional argument and exhibits.¹ Notably, Aramark provided these positions in response to phone conversations with Counsel for the General Counsel as the Region never issued an EAJA letter to Aramark. To be clear, Aramark did not receive this charge until late February as the initial charge and docketing letter were sent to Aramark HQ which is currently on telework due to pandemic restrictions. Once the Charge reached the correct contact at Aramark Refreshments, the undersigned immediately contacted the Region and provided the initial position within two weeks and a supplement just one week later. Counsel for Aramark realizes that Regions are under tight timelines, but Aramark has been more than cooperative in this process and has certainly not been slowing anything down.

¹ Aramark is not reattaching the previously filed position statements or exhibits as they are voluminous and it is the Company’s understanding that the record is available on the NLRB’s electronic case file system, Nxgen.

In this case, the subpoena (a) would subject Aramark to undue burden and expense at these early stages of the investigation, (b) seeks a variety of information that is vague and/or immaterial to the issues in question, (c) seeks information that has already been provided to the Region, (d) seeks privileged and protected information, and (e) contradicts the Region's own policies and procedures to reserve investigative subpoenas for cases where evidence "cannot be obtained by reasonable voluntary means." ULP CHM § 11770.2. The Company's specific objections are as follows.

GLOBAL OBJECTION

Aramark objects to each and every request in the subpoena to the extent it purports to request documents privileged from disclosure pursuant to the attorney-client privilege, the attorney-work-product privilege or any other applicable evidentiary privilege.

SPECIFIC OBJECTIONS AND RESPONSES

Along with its general and global objections, Aramark sets forth the following specific objections and responses to each of the subpoena's requests listed below:

I. Objections to the Individual Document Requests of the Subpoena

1) For the period September 1, 2018 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to the consolidation of the North Bergen Call Center pursuant to Aramark Refreshment's Project Next.

OBJECTION: Aramark objects to this Request to the extent that this Request is overboard and unduly burdensome, as it seeks a broad range of documents for over a 2-year timeframe. Moreover, without waiving its specific and general objections, Aramark has already

provided documents responsive to this Request to the extent they exist and in response to the specific requests from the Region in relation to the investigation into the allegations of the Charge. Specifically, Aramark has provided the following:

- Exhibit A – Sales Center. The projected timeline for the various consolidations as related to Project Next, the pilot program at the North Bergen facility.
- Exhibit D – Project NEXT. An internal overview of the status of Project NEXT, including completed tasks, prospective risks, and next steps for the consolidation pilot program.
- Exhibit E – What is Shared Services. Internal communications documenting the proposed structure of the Shared Services format.
- Internal plans for the Shared Services Charter that provides an overview for the proposed centralized function and a projected timeline for the consolidation.

2) For the period January 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to North Bergen CSAs workplace conditions due to COVID-19 and mitigation efforts made by Aramark Refreshment.

OBJECTION: Aramark objects that this Request to the extent that the Company has already provided documents responsive to this Request to the extent they exist and in response to the specific requests from the Region in relation to the investigation into the allegations of the Charge. Specifically, Aramark has provided the following:

- Exhibit I – Return to Office Rotation. Internal communications between Aramark Refreshment officials and supervisors reflecting a socially distanced office rotation schedule to facilitate a safe return to the office.

- Internal Communications between Aramark Refreshment officials documenting safety measures put in place for a safe return to the office, including temperature check, hand sanitizer and PPE.
- Communications between Aramark Refreshment officials and employees indefinitely extending the remote work plans in response to COVID-19 workplace concerns.

3) For the period January 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to Aramark Refreshment's decision to consolidate the North Bergen Call Center into the Shared Service Center in Lexington, Kentucky before its scheduled date on or about end of first quarter 2021

OBJECTION: Aramark objects that this Request is overbroad and unduly burdensome.

Without waiving its specific and general objections, Aramark has already provided responsive documents that were not subject to the attorney-client privilege and work product doctrine, to the extent they exist and in response to the specific requests from the Region in relation to the investigation into the allegations of the Charge.

4) For the period January 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to Aramark Refreshment's offer of severance packages to North Bergen CSAs, including date of decision(s), calculation of severance packages and names of severance package recipients

OBJECTION: Aramark incorporates by reference its general objections. Moreover, the Region never previously requested this information from Aramark, and the Company is unclear why the Region felt it necessary to subpoena documents it never requested from an otherwise compliant charged party. Without waiving its specific and general objections, Aramark will

provide responsive documents to the extent they exist and in response to the specific requests from the Region by this subpoena in relation to the investigation into the allegations of the Charge.

5) For the period August 1, 2020 to present, documents, including internal memoranda, correspondence, emails, text messages and communication generated, by and/or between Aramark Refreshment officials, representatives or agents relating to, or referring to the National Labor Relations Board charge filed by (b) (6), (b) (7)(C) contending that Aramark Refreshment terminated North Bergen CSAs in retaliation for their protected concerted activity.

OBJECTION: Aramark incorporates by reference its general objections relating to the attorney-client privilege and work product doctrine. Moreover, the Request is impermissibly vague, overbroad and unduly burdensome.

CONCLUSION

For the foregoing reasons, Aramark respectfully requests that Requests that Counsel for the Acting General Counsel's Subpoena be revoked, as set forth above.

Dated: April 7, 2021

Respectfully submitted,

/s/ Crystal S. Carey

Crystal S. Carey
Kelcey Phillips
Morgan Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103
215-963-5000
*Attorneys for Respondent Aramark
Refreshment Services, LLC*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Respondent Aramark Refreshment Services, LLC's Petition to Revoke Counsel for the Acting General Counsel's Trial Subpoena *Duces Tecum* was served this 7th day of April 2021, via electronic mail upon the following:

Saulo Santiago
Saulo.Santiago@nlrb.gov

/s/ Crystal S. Carey
Crystal S. Carey

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**ARAMARK REFRESHMENT
SERVICES, LLC¹**

and

Case 22-CA-271930

(b) (6), (b) (7)(C)

ORDER²

Aramark Refreshment Services, LLC's Petition to Revoke subpoena duces tecum B-1-1C52W1N is denied. The subpoena seeks information relevant to the matters under investigation and describes with sufficient particularity the evidence sought, as required by Section 11(1) of the Act and Section 102.31(b) of the Board's Rules and Regulations. Further, the Petitioner has failed to establish any other legal basis for revoking the subpoena. See generally *NLRB v. North Bay Plumbing, Inc.*, 102 F.3d 1005 (9th Cir. 1996); *NLRB v. Carolina Food Processors, Inc.*, 81 F.3d 507 (4th Cir. 1996).³

Dated, Washington, D.C., July 20, 2021.

LAUREN McFERRAN, CHAIRMAN

MARVIN E. KAPLAN, MEMBER

JOHN F. RING, MEMBER

¹ The Employer is referred to by different names in the documents filed. We will therefore refer to the Employer by the name it uses in the Petition to Revoke.

² The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

³ To the extent that Aramark has provided some of the requested material, it is not required to produce that information again, provided that Aramark accurately describes which documents under subpoena it has already provided, states whether those previously supplied documents constitute all of the requested documents, and provides all of the information that was subpoenaed.



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 22
20 Washington Place - 5th Floor
Newark, NJ 07102-3115
Tele: 973-645-2100 Fax: 973-645-3852
E-Mail: REGION22@NLRB.GOV

October 19, 2021

(b) (6), (b) (7)(C)

Re: Aramark Refreshment Services, LLC
Case 22-CA-271930

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Aramark Corporation has violated the National Labor Relations Act.

Decision to Approve Settlement Agreement: On September 30, 2021, you were furnished with a copy of the proposed settlement in the above-captioned matter and afforded an opportunity to participate therein, or to state any objections you might have had thereto. You were requested to submit all objections in writing, together with supporting evidence, within seven days from that letter. To date, I have not received a response from you concerning this matter.

The Settlement Agreement appears to provide a complete remedy to all of the meritorious unfair labor practices involved herein. I find that the Settlement Agreement effectuates the purposes of the Act, and I have approved it.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact [e-Filing@nlrb.gov](mailto:E-Filing@nlrb.gov).

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me. The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **November 2, 2021**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than November 1, 2021. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before November 2, 2021**. The request may be filed electronically through the *E-File Documents* link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after November 2, 2021, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,



Eric Schechter
Acting Regional Director

Enclosure

cc: Susan Donnelly, Director of Human
Resources
Aramark Corporation
2400 Market Street
Philadelphia, PA 10903

Crystal Carey, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in approving the settlement agreement in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time:** This document is used when the Charging Party is asking for more time to efile an Appeal.
 - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
 - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
2. **File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
 - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
 - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
3. **Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
 - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
 - This document can be e-filed **before** an Appeal is e-filed.
4. **Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
 - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
5. **Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
 - The Charging Party will e-file this document as a supplement of the Appeal.
 - The Charged Party will specifically file one to support the Region's decision.
 - This document should be e-filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
6. **Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
 - This document should be e-Filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

ARAMARK REFRESHMENT SERVICES, LLC

Case 22-CA-271930

Subject to the approval of the Regional Director for the National Labor Relations Board, Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in any language the Regional Director decides is necessary to effectuate the National Labor Relations Act. A responsible official of each Charged Party will then sign and date those Notices and immediately post them where notices to employees are customarily posted at the Charged Party's facility located in North Bergen, New Jersey. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting. In addition to physical posting of paper notices, notices shall be mailed to the Charged Party's former North Bergen, New Jersey facility call center employees at their last known address. The Charge Party will bear all expense for the mailing.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this Agreement, the Charged Party will make whole the employees named below by payment to them of the amount opposite their names. The Charged Party should prepare two checks for each individual listed below. The first check will be for wages and will have statutorily required payroll withholdings. The Charged Party is responsible for its share of FICA. Per IRS guidelines, federal tax withholding should not exceed twenty five percent (25%). The second check will include interest and reimbursement for interim expenses and will have no withholdings. All checks should be delivered to the Regional office by or before the due date. The Charged Party will also file a report with the Regional Director allocating payments to the appropriate calendar year.

<u>Employees</u>	<u>Wages</u>	<u>Interest</u>	<u>Reimbursement for Interim Expenses</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$5,178.24	\$127.00	\$0.00	\$5,305.24
(b) (6), (b) (7)(C)	\$5,307.84	\$130.00	\$0.00	\$5,437.84
(b) (6), (b) (7)(C)	\$4,968.00	\$122.00	\$0.00	\$5,090.00
(b) (6), (b) (7)(C)	\$4,996.80	\$123.00	\$0.00	\$5,119.80

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsels for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsels will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Party ARAMARK REFRESHMENT SERVICES, LLC		Charging Party (b) (6), (b) (7)(C)	
By: Name and Title Date		By: Name and Title Date	
/s/ Crystal S. Carey 9/17/21			
Print Name and Title below		Print Name and Title below	
Recommended by: Date:		Approved By: Date	
/s/ Saulo Santiago 10/19/21		/s/ Eric Schechter 10/19/21	
SAULO SANTIAGO		ERIC SCHECHTER	
Senior Trial Attorney, Region 22		Acting Regional Director, Region 22	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT discipline or retaliate against you because you engaged in protected activity with your coworkers.

WE WILL NOT terminate you because you engaged in protected activity with your coworkers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL pay (b) (6), (b) (7)(C) for wages they lost because we terminated them.

WE WILL remove from our personnel files all references, if any, to the termination of (b) (6), (b) (7)(C) and **WE WILL** notify them in writing that this has been done and that there is no reference in their personnel files about their termination nor will it be used against them in any way.

ARAMARK REFRESHMENT SERVICES, LLC

(Employer)

Dated: 9/17/21

By: /s/ Crystal S. Carey

Attorney

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

20 WASHINGTON PL
FL 5
NEWARK, NJ 07102-3127

Telephone: (973)645-2100
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 22
20 Washington Place,
5th Floor
Newark, NJ 07102-3110

Agency Website: www.nlr.gov
Telephone: (973)645-3110

February 2, 2022

Crystal Carey, ESQ.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

Re: Aramark Refreshment Services, LLC
Case 22-CA-271930

Dear Ms. Carey:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

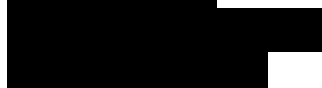
Very truly yours,

Miguel Rodriguez

Miguel Rodriguez
Deputy to Assistant General Counsel

cc: Susan Donnelly, Director of Human
Resources
Aramark Corporation
2400 Market Street
Philadelphia, PA 10903

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the text in this block.